

**Before the
Federal Communications Commission
Washington, DC 20554**

**Schools and Libraries Universal Service Support Mechanism) CC Docket No. 02-6
)**

APPEAL/REQUEST FOR WAIVER

Billed Entity Name	Harrisburg City School District
Billed Entity Number	125727
Form 471 Number	1008597
Funding Request Number	2737966
Funding Commitment Decisions Letter	July 17, 2015

Note: This appeal/request for waiver is a refiling of the original appeal that was filed on September 1, 2015. The enclosure of the District's FY 2015 Level 3 Internet contract was not attached to the original appeal and thus it is being refiled.

Summary

This timely submitted appeal/request for waiver seeks a post-funding commitment increase due to a ministerial and clerical error committed in the preparation and submission of the District's Internet Access Service on the FY 2016 Form 471 Application. The error was not detected during subsequent review of the application, either when the Receipt Acknowledgement Letter was received or during the period that the application was under review. The error was only discovered after receiving the initial vendor which was after the FCDL was issued.

Details

The District competitively bid high speed Internet access and subsequently awarded a contract to the lowest bidder – Level 3 – for 1 GB of Internet access. The vendor contract contained a breakdown of port and transport costs, but did not total the contractual amount. When the funding request was created, we used the lowest line item on the contract – the \$2350 amount – and inadvertently did not include the transport cost of \$2013. The cost was clearly part of the vendor contract and should have been requested on the Form 471. The total pre-discount amount of the funding request should have been \$4790.34 (calculated as \$2350 + \$2013, plus \$427.34 in state and local taxes, USF fees and eligible surcharges). The signed vendor contract is attached as the source documentation.

This is a situation where an honest mistake was made and there is no waste, fraud or abuse of any kind. Had the mistake been detected prior to the issuance of the FCDL, we believe the revision would have been permissible under the Bishop Perry case as a correction to a ministerial and clerical error. We also believe that this request for waiver is consistent with other requests to increase approved funding, post-FCDL, that the FCC has approved.

Supporting Decisions

In DA 14-1526, the Wireline Competition Bureau's October 22, 2014 Public Notice, *Streamlined Resolution of Requests Related to Actions by the Universal Service Administrative Company*, the FCC approved the A.W. Brown Fellowship Charter School's waiver request to increase funding after issuance of the FCDL due to the applicant's reliance on the incorrect amount taken from the source document.¹

In *Requests for Waiver and/or Review of Decisions of the Universal Service Administrator by Camnet, Inc.*

¹ Request for Waiver filed Sept. 24, 2014, Application No. 936338

(Camelback Academy), Glendale, Arizona et al., CC Docket No. 02-6, File No. SLD-819922 et al. Order and Order on Reconsideration (Order released June 25, 2014), the FCC approved several waivers that resulted in post-funding commitment increases due to ministerial and clerical errors. The facts and circumstances associated with several of those requests are almost identical to our waiver request:

- When Erie 1 BOCES discovered after its receipt of its FCDL that the monthly Verizon bill that the BOCES used for quantifying its FRN was too low, the FCC waived its rules and allowed the applicant to increase funding.²
- When Kress Independent School District learned of a mathematical error that resulted in under-funding, the FCC approved a waiver and increased the District's funding also post-FCDL.³
- Similarly, Nash-Rocky Mountain School District used the wrong prediscount amount and a correction and increase in funding was permitted post-FCDL.⁴

In each of these situations, the applicant committed an unfortunate ministerial or clerical error in which the FCC agreed deserved to be corrected. We respectfully request that the Commission provide us with the same relief. This was an honest mistake when relying on our source documentation.

Respectfully submitted,

/s/ Craig Glass
Information Technology Manager
Harrisburg City School District
1601 State Street
Harrisburg, PA 17103

Enclosures: Signed Level 3 Internet Contract

² Request for Waiver filed Aug. 22, 2013, Application No. 825021.

³ Request for Waiver filed Jan. 14, 2014, Application No. 887456

⁴ Request for Waiver filed Oct. 22, 2013, Application No. 916750

Level (3)

Quote # 2101768

Pricing Prepared For		Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc
Term		02/02/2015	03/17/2015	USD	4,363.00	0.00
		Dedicated Internet Access		Total Nrc	# Sites	
2 Years				.00	1	
Site Name	Country	Location	Site Address	Universal Service Fund	Summary	Dedicated Internet Services
HARRISBURG, PA - TELCOVE METRO POP	USA	2291 N 7TH ST HARRISBURG, PA 17110-2417		USF	MrC	MrC
				Interstate	4363.00	00
					0.000	2350.00
						.00
						2013.00
						.00
Product Details						
Description	Qty	MrC	Nrc	Priced Amount	MrC Per	Nrc Per
A - 2291 N 7TH ST HARRISBURG, PA 17110-2417 On Net Access - Gig-Ethernet (1000 Mb) - (Quantity = 1, Bandwidth = Gig-Ethernet (1000 Mb), Sub Bandwidth = 1000)	1	2013.00	0.00			
A - 2291 N 7TH ST HARRISBURG, PA 17110-2417 IP Port - Gig-Ethernet (1000 Mb) - Bandwidth = Gig-Ethernet (1000 Mb)	1	0.00	0.00			
A - 2291 N 7TH ST HARRISBURG, PA 17110-2417 IP Logical - [Billing Method = Fixed, Committed Data Rates (CDR) = 1000.000]	1	2350.00	0.00	1000.00	2.35/Mb	

Agenda 2-17-15
Item 9.3E
Approval 2-17-15

217-15

*Hudson 9.3 E Approved:
217-15*

Order Terms and Conditions

1. This confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3), and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such Affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a services agreement with Level 3 but has executed an Affiliate Agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement with Level 3, then Level 3 shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Committed Delivery Date (i.e., the projected installation date) or Level 3's delivery of the requested Service.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as intrastate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3, and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.
8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request) and is currently available at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.

Declarations and Signatures

Authorized Signature:	<i>[Signature]</i>	
Name:	<i>JEFFERSON SMALLWOOD</i>	
Title:	<i>PRESIDENT, BOARD OF SCHOOL DIRECTORS</i>	
Date:	<i>2/17/2015</i>	

Customer submits this document as a Customer Order.